

CITY COUNCIL

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CIRCULATE

1/1/78-12/31/80

City of Orange, New Jersey

RESOLUTION

Date August 1, 1978 *Essey*Number R 238-78

TITLE: **A RESOLUTION AUTHORIZING RATIFICATION OF THE COLLECTIVE BARGAINING CONTRACT BETWEEN THE CITY OF ORANGE AND THE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION (LOCAL NO. 10).**

WHEREAS, the City of Orange and the Firemen's Mutual Benevolent Association, Local No. 10, have reached an agreement as to wages and benefits for uniformed firemen for the period of January 1, 1978 through December 31, 1980; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE, that the Contract negotiated between the City of Orange and the Firemen's Mutual Benevolent Association (Local No. 10) is hereby ratified and approved.

Adopted: August 1, 1978

Felix De Feo
Felix De Feo
City Clerk

James J. Brown
James J. Brown
Council President

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Institute of Management and
Labor Relations

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AGREEMENT

Between

CITY OF ORANGE,

ESSEX COUNTY, NEW JERSEY

and

LOCAL NO. 10

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

January 1, 1978, through December 31, 1980

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PREAMBLE

THIS AGREEMENT, effective as of the 1st day of January, 1978, by and between the CITY OF ORANGE, a municipal corporation situated in the County of Essex, State of New Jersey, hereafter referred to as the "City", and LOCAL NO. 10, FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, hereafter referred to as the "FMBA", is designed to maintain and promote a harmonious relationship between the City and such of its employees who are within the provisions of this Agreement, through collective negotiations in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

A. The City hereby recognizes the Union as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all firefighters of the City of Orange Fire Department, including firefighters in specializations, but excluding policemen, the Chief of the Department, and all other employees of the City of Orange.

B. Unless otherwise indicated, the terms "firefighter", "firefighters", "employee", or "employees", when used in this Agreement, refer to all persons represented by the Union in the above-defined negotiating unit.

ARTICLE II
FMBA NEGOTIATING COMMITTEE
ITS RIGHTS AND DUTIES

A. Meetings between representatives of the parties shall be scheduled at mutually convenient times and may be attended by representatives of the FMBA, without loss of compensation.

B. There shall be two (2) members of the FMBA Grievance Committee granted leave from duty with full pay for all meetings between the City and FMBA for the purposes of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty and upon forty-eight (48) hours notice to the Chief.

C. The President and Executive Delegate of the FMBA shall be granted leave from duty, manpower needs of the Department permitting, with full pay for all membership meetings of the State FMBA when such meetings take place at a time when such employees are scheduled to be on duty, provided such individuals give forty-eight (48) hours notice to the Chief of the Fire Department.

D. All duly appointed and elected Association delegates shall be granted leave from duty with full pay to attend the Association's conventions in accordance with N.J.S. 11:26-c-4.

E. The State Officer of the FMBA shall have the right to visit firehouses at all reasonable hours for union business. The Union will not abuse this right.

F. Copies of all general orders, rules and regulations and communications affecting wages, hours, and other terms and

conditions of employment for employees covered by this Agreement shall be furnished to the Union within twenty-four (24) hours of their promulgation.

G. The FMBA Local No. 10 may use the fire department mail or message routing system and may use firehouse and fire department mail boxes. Such use shall be reasonable.

ARTICLE III

MANAGEMENT RIGHTS

A. Except as modified by this Agreement, the City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict either party of its or their powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national or state laws.

ARTICLE IV

MANPOWER

A. Manpower Strength

1. The alarm division shall consist of one (1) superintendent U.F.D. of alarms who shall perform all duties connected with his office and one (1) assistant superintendent of alarms who shall perform all duties connected with his office and one (1) helper (when requested by the superintendent of alarms for each platoon on duty who shall be a firefighter.

2. No apparatus should be taken out of service due to lack of manpower. If apparatus cannot be manned, Deputy Chief in charge shall call off-duty men to man apparatus.

B. Acting Officers

1. Whenever any firefighter is required to serve as an Acting Captain or man in charge, he shall receive the rate of pay of a Captain; however, he shall receive no additional compensation unless he serves in such capacity for a full 10 or 14 hour tour.

2. The officer in charge of each group on each tour shall appoint such Acting Captains as he shall deem to be qualified in the judgment of the Deputy Chief on duty in concurrence with the Chief.

3. Whenever a vacancy exists in the rank of Deputy Chief and such vacancy is filled during such period or any part thereof by any Captain serving as an Acting Deputy Chief or a Deputy Chief serving as an Acting Chief, such employee shall receive for each day of such service the rate of pay of the

position in which he serves in this acting capacity; however, he shall receive no additional compensation unless he serves in such capacity for a full 10 or 14 hour tour.

ARTICLE V

DUES DEDUCTION

A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 53:14-15.9e, as amended. Said monies, together with records of any corrections, shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising of such changed deduction.

C. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the Union to the City or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising of such changed deduction.

ARTICLE VI
HOURS AND OVERTIME

A. The work week for all employees who perform firefighting duties shall be an average of not more than forty-two (42) hours in an eight (8) week cycle, pursuant to the present tour system.

B. In the event an employee is required to work in excess of or in continuation of his regular tour, he shall be paid overtime in accordance with the following:

1. Less than one (1) hour: no compensation.
2. One (1) to two (2) hours: straight time for all overtime worked, including the first hour.
3. More than two (2) hours: time and one-half (1 1/2) for all overtime worked, including the first two hours.

C. In the event of a recall, each employee recalled to duty from his regularly scheduled time off shall be compensated at the rate of time and one-half (1 1/2). With respect to employees already on duty and notwithstanding the provisions of Section B hereof, all employees working in continuation of their regular tour shall be paid at the rate of time and one-half (1 1/2) from the time at which the recalled employees begin work.

D. The provisions of this article shall apply to the Fire Signal Superintendent, Assistant Fire Signal Superintendent, and the Mechanic.

ARTICLE VIII

BULLETIN BOARDS

The City shall permit the FMBA use of one (1) bulletin board in each fire house for the posting of notices concerning FMBA business and activities.

ARTICLE IX

LONGEVITY

A. All members covered by this Agreement shall be compensated with longevity pay in accordance with the following formula:

For each of six (6) through ten (10) years of service--two (2) percent of base pay.

For each of eleven (11) through fifteen (15) years of service--four (4) percent of base pay.

For each of sixteen (16) through twenty (20) years of service--six (6) percent of base pay.

For each year of service from the twenty-first (21st) year and thereafter--eight (8) percent of base pay.

B. Computation of years of service for the purposes of this article shall be based on the employee's anniversary date of hire.

ARTICLE X

SALARIES

See salaries as set forth in Schedule A, attached hereto and made a part hereof.

SCHEDULE A

SALARIES

A. Effective retroactively to January 1, 1978, the salaries shall be fixed and paid as follows:

Deputy Chief	\$20,810.00
Fire Signal Superintendent	\$19,550.00
Captain	\$18,550.00
Firefighter	
1st year of service	\$13,350.00
2nd year of service	\$14,000.00
3rd year of service	\$14,700.00
4th year of service	\$15,350.00

B. Effective July 1, 1978, the salaries shall be fixed and paid as follows:

Deputy Chief	\$21,210.00
Fire Signal Superintendent	\$19,950.00
Captain	\$18,950.00
Firefighter	
1st year of service	\$13,750.00
2nd year of service	\$14,400.00
3rd year of service	\$15,100.00
4th year of service	\$15,750.00

C. Effective January 1, 1979, the salaries for Deputy Chiefs, Captains, Fire Signal Superintendents, and Firefighters shall be established as follows:

The rates of pay for each rank and grade of firefighter which are in effect on December 31, 1978, shall be increased by

the greater of 5.5 percent or the percentage increase in the official Consumer Price Index for Urban Wage Earners and Clerical Workers, New York-Northeastern New Jersey (published by the Bureau of Labor Statistics, United States Department of Labor)-1967=100.0 for the period October 1, 1977 through October 1, 1978.

D. Effective January 1, 1980, the salaries for Deputy Chiefs, Captains, Fire Signal Superintendents and Firefighters shall be established as follows:

The rates of pay for each rank and grade of firefighter which are in effect on December 31, 1979, shall be increased by the greater of 5.5 percent or the percentage increase in the official Consumer Price Index for Urban Wage Earners and Clerical Workers, New York-Northeastern New Jersey (published by the Bureau of Labor Statistics, United States Department of Labor)-1967=100.0 for the period of October 1, 1978, through October 1, 1979.

E. During each year of this Agreement, the Assistant Fire Signal Superintendent shall receive a salary supplement of \$1,000 per year and the Mechanic shall receive a salary supplement of \$800 per year.

ARTICLE XI

HOLIDAYS

A. Each employee shall receive thirteen (13) paid holidays per year at the rate of eight (8) hours per day.

B. Holiday pay shall be included as part of base pay for pension purposes.

C. Six (6) days will be payable in the pay period covering the first week of June, and seven (7) days will be payable for the first pay period in December.

D. The following shall be recognized as paid holidays under this Agreement:

New Year's Day	Lincoln's Birthday
Washington's Birthday	Good Friday
Memorial Day	Independence Day
Columbus Day	Election Day
Veteran's Day	Thanksgiving
Christmas	Employee's Birthday
Labor Day	

E. In the event of death, retirement, or other termination of employment, holiday pay shall be prorated as of the date of such event.

ARTICLE XII

CLOTHING ALLOWANCE

A. All employees of the Fire Department who work any portion of the year, including probationary firefighters, covered by this Agreement, shall be entitled to an annual clothing allowance of two hundred fifty dollars (\$250) payable before May 1 of each year.

B. Commencing January 1, 1980, the clothing allowance payable hereunder shall be three hundred dollars (\$300) per year.

ARTICLE XIII

INSURANCE

A. All employees covered by this Agreement and their families shall be entitled to all present insurance benefits as follows: Blue Cross Hospitalization and Blue Shield Medical-Surgical plans (including Rider J) and Major Medical Insurance, the full payment of which shall be paid by the City.

B. The City shall pay an additional five thousand dollars (\$5,000) benefit to a deceased firefighter's family for death resulting from an on-the-job injury. This shall be exclusive of any compensation award proceeds.

C. Effective July 1, 1979, the City agrees to provide to the employees and their dependents a pre-paid dental insurance program without cost to the employees, at a level of benefits to be agreed upon by the FMBA and the City.

D. In the event of death, the employee's estate shall receive his earned pay, accumulated sick leave, holiday pay, personal days, unutilized vacation time, accrued seniority days, clothing allowance, time owed and any other monetary benefits pro-rated as of the date of death.

e. For the purpose of determining length of service under this Article, the year of hire shall be included only if the employee was hired on or before July 1 of that year.

B. Procedure of Choosing for Officers

Vacations shall be chosen by all officers of the Department in order of seniority in the rank.

Deputy Chiefs on the line shall choose among themselves, subject to the concurrence of the Chief.

Captains shall choose among themselves in their respective groups, subject to the concurrence of the Chief.

Not more than two (2) captains from each platoon on vacation at one time.

C. Procedure of Choosing for Firefighters

a. Seniority of firefighters in each platoon shall be the basis for determining preference of vacation weeks. Members with the same seniority shall draw for order of pick in their platoons, subject to the concurrence of the Chief.

b. Members who choose a split vacation shall not pick again until all members on the same platoon have had their first pick. The order of seniority shall again govern the second pick.

c. Vacations shall begin following the regular "days off" of the employee.

D. Vacation Periods

a. Summer period from second week of May and ending during the first week of September.

b. Full vacations: Prior to the beginning of, and after the end of the summer vacation periods, vacations may be taken in their entirety.

E. Allowances in Lieu of Vacation

Any employee of the Department covered by this Agreement who is entitled to vacation leave at the time of retirement shall receive the vacation earned during the preceeding two years which has not been taken. In the event that an employee is entitled to vacation leave at the time of his death, his widow or his estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

ARTICLE XV

LEAVE OF ABSENCE

A. Leave Without Pay

1. Any employee may be granted, with the approval of the Director and Chief of the Department, leave without pay up to a maximum of six (6) months, provided he shall make such request of the officer in charge at least two (2) weeks in advance of the date for which such leave is desired, except in the event of emergency, in which case only reasonable notice for such request shall be required. Requests for leave without pay shall not be unreasonably denied.

2. Leave of absence beyond a total consecutive maximum period of six (6) months may be granted only by the approval of the City Council, by resolution, or as otherwise provided by law, which approval may not be unreasonably denied.

B. Funeral Leave

1. Special leave of absence with pay up to a maximum of four (4) days shall be granted to any member of the Department in case of a death within his immediate family, but such member shall report for duty the day after the funeral if scheduled to work.

2. The term "immediate family" shall include only father, mother, father-in-law, mother-in-law, grandparents, sister, brother, sister-in-law, brother-in-law, spouse, child and foster child of an employee, and his relatives residing in his household.

C. Requests for Time Off

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Slips for requests for time off shall be submitted on
twenty-four (24) hours' notice.

ARTICLE XVI

PERSONAL DAYS

A. Each employee covered by this Agreement shall receive three (3) personal days per year, subject to availability of manpower. Requests for personal days shall be submitted not more than three (3) weeks and not less than twenty-four (24) hours before the day requested, except in unusual or emergent circumstances. Said requests must be approved or disapproved within 48 hours of submission. Prior approval of requests may not be rescinded except in the event of a recall.

B. Personal days may not be accumulated from year to year unless requests for such days are made and disapproved in writing. Any personal days which are accumulated by January 1, 1979, must be taken by July 1, 1979, or forfeited, unless requests for same are disapproved by the Department.

ARTICLE XVII
RESPONSIBILITIES

Employees covered by this Agreement shall not be required to perform any police duties, guard school crossings, fire or safety mobile patrols, or riot duty.

ARTICLE XVIII
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employee's morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association, or the City.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step 1:

a. An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of

the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Deputy Chief of the Department, or his designee, for the purposes of resolving the matter. Failure to act within ten (10) days shall be deemed to constitute an abandonment of the grievance.

b. The Deputy Chief of the Department, or his designee, shall render a decision within five (5) days after receipt of the grievance.

Step 2:

a. In the event the grievance is not settled through Step 1, the same shall be reduced to writing and submitted to the Chief of the Department, or his designee, within five (5) days following the determination by the Deputy Chief of the Department.

b. The Chief of the Department, or his designee, shall render a decision in writing within five (5) days from receipt of the grievance.

Step 3:

a. In the event the grievance has not been resolved through Step 2, then within five (5) days following the determination of the Chief of the Department, the matter may be submitted to the Director or the Department.

b. The Director of the Department and/or the Business Administrator (or his designee) shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

Step 4--Arbitration

a. If the grievance is not settled through Steps 1, 2, and 3, either party may refer the matter to the New Jersey State

Board of Mediation for arbitration within ten (10) days after the determination by the Director of the Department. An arbitrator shall be selected pursuant to the Rules of the State Board of Mediation.

b. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Director. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration and the Association shall pay whatever costs may have been incurred in processing the case to arbitration.

c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

d. The costs for the services of the arbitrator shall be borne equally between the City and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

e. The determination of the arbitrator shall be binding upon both parties.

ARTICLE XIX

MISCELLANEOUS

A. Employees covered by this Agreement may only be assigned to perform any duty which is related to firefighting, fire prevention, rescue, salvage, overhaul work care and maintenance of fire-fighting equipment, and such other duties as are prescribed by the job title description under the Civil Service Act, provided such assignments do not conflict with the restrictions on duties as set forth in Article XVII. Employees may only be assigned duties which are related to the normal routine daily housekeeping care required to maintain the quarters in which they are employed in a safe, clean and sanitary manner.

It is understood that this will not encompass construction, plumbing, electrical, carpentry, painting or masonry, other than of a minor nature.

B. Mutual aid to other cities shall continue except that, subject to law, the same shall not be used to assist any other city involved in a labor dispute with its fire department by assigning employees on a standby basis.

C. The City shall make provision for workmen's compensation coverage for all employees, whether by insurance or otherwise.

D. The City shall provide and maintain automobile liability insurance for all vehicles of the fire department and general liability insurance, and shall provide for the coverage by such policies of all employees in the unit, provided however, that nothing herein contained shall prevent the City from providing

the foregoing coverages for the contingencies stated in any manner recognized by law.